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सं. 5] नई दिल्ली, जनवरी 24—जनवरी 30, 2016, शनिवार/माघ 4—माघ 10, 1937
No. 5] NEW DELHI, JANUARY 24—JANUARY 30, 2016, SATURDAY/MAGHA 4—MAGHA 10, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

(पुलिस-II प्रभाग)

नई दिल्ली, 31 दिसम्बर, 2015

का. आ. 158.—आदेश सं. XXVII के साथ पठित भारतीय दंड संहिता 1908 की धारा 79 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा, नीचे तालिका के कॉलम (1) में उल्लिखित अधिकारी, जो भारत सरकार के राजपत्रित अधिकारी हैं, को उक्त तालिका के कॉलम (2) के अंतर्गत विनिर्दिष्ट किसी कानूनी कार्यवाही में किसी दावे अथवा लिखित बयान पर हस्ताक्षर करने तथा सत्यापित करने हेतु नियुक्त करती है, अर्थात्:—

| अधिकारी का पदनाम | किसी मामले विशेष में दावा |
|---|---|
| (1) | (2) |
| प्रभारी अधिकारी (संपदा), महानिदेशालय, असम राइफल शिलांग-793011 | असम राइफल से संबंधित सरकारी परिसर के संबंध में सरकारी परिसर (अप्राधिकृत अधिभोगियों की बेदखली) |

(1)

(2)

अधिनियम, 1971 (1971 का 40) के
तहत किसी कानूनी कार्यवाही के
परिणामस्वरूप उत्पन्न केन्द्र सरकार
द्वारा अथवा उसके विरुद्ध कोई दावा
अथवा अन्य कानूनी कार्यवाही।

[फा. सं. ए/IV-ए/1000/2014-पी एफ-IV]

ग्रेसी जेम्स, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Police-II Division)

New Delhi, the 31st December, 2015

S.O. 158.—In exercise of powers conferred by Section 79 of the Code of Civil Procedure 1908, read with Order No. XXVII, the Central Government hereby appoints the officer mentioned in the column (1) of the Table below, being Gazetted Officer of the Government of India, to sign and verify any complaint or written statement in any

proceedings specified under column (2) of the said Table, namely :—

| Designation of the officer | Suits in particular cases |
|--|--|
| (1) | (2) |
| Officer-In-Charge (Estate), Directorate General, Assam Rifles, Shillong-793011 | Any suit or other proceedings by or against the Central Government arising out of any proceedings under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) in respect of Public Premises belonging to the Assam Rifles. |

[F. No. A/IV-A/1000/2014-PF.IV]

GRACY JAMES, Under Secy.

नई दिल्ली, 31 दिसम्बर, 2015

का. आ. 159.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा, नीचे तालिका के कॉलम-1 में उल्लिखित अधिकारी, जो भारत सरकार के राजपत्रित अधिकारी हैं, को उक्त अधिनियम के प्रयोजनार्थ संपदा अधिकारी नियुक्त करती है तथा एतद्वारा, यह निदेश देती है कि उक्त अधिकारी स्थानीय सीमाओं के भीतर उक्त अधिनियम के अंतर्गत प्रदत्त शक्तियों का प्रयोग करेगा और उक्त तालिका के कॉलम (2) में विनिर्दिष्ट सरकारी स्थान की श्रेणियों के बारे में संपदा अधिकारियों पर लागू कर्तव्यों का पालन करेगा, अर्थात्:—

| अधिकारी का पदनाम | सरकारी परिसर की श्रेणियां तथा क्षेत्राधिकार की स्थानीय सीमाएं |
|---|--|
| (1) | (2) |
| प्रभारी अधिकारी (संपदा), महानिदेशालय, असम राइफल्स शिलांग-793011 | असम, मेघालय, नागालैंड, मणिपुर, सिक्किम, अरुणाचल प्रदेश, मिजोरम, त्रिपुरा तथा दिल्ली संघ राज्य क्षेत्रों में असम राइफल्स के प्रभार में धारित सभी सरकारी परिसर |

2. यह भारत सरकार, गृह मंत्रालय की दिनांक 27 दिसम्बर, 2014 की का.आ. 3260 का अधिकरण करती है।

[फा. सं. ए/IV-ए/1000/2014-पी एफ-IV]

ग्रेसी जेम्स, अवर सचिव

New Delhi, the 31st December, 2015

S.O. 159.—In exercise of powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in the column (1) of the Table below, being Gazetted Officer of the Government of India, to be estate officer for purposes of said Act and hereby directs that the said officer shall exercise the powers conferred, and perform the duties imposed, on the Estate officers by or under the said Act within the local limits and in respect of the categories of public premises specified in column (2) of the said Table, namely :—

| Designation of the officer | Categories of the Public Premises and local limits of jurisdiction |
|--|--|
| (1) | (2) |
| Officer-In-Charge (Estate), Directorate General, Assam Rifles, Shillong-793011 | All public premises held on charge of Assam Rifles in the States of Assam, Meghalaya, Nagaland, Manipur, Sikkim, Arunachal Pradesh, Mizoram, Tripura and the Union Territory of Delhi. |

2. This supersedes the notification of the Government of India in the Ministry of Home Affairs, number S.O. 3260 dated 27th December, 2014

[F. No. A/IV-A/1000/2014-PF.IV]

GRACY JAMES, Under Secy.

वस्त्र मंत्रालय

नई दिल्ली, 19 जनवरी, 2016

का. आ. 160.—केन्द्रीय सरकार, (संघ के शासकीय प्रयोजनों के लिए) राजभाषा नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

राष्ट्रीय हथकरघा विकास निगम लिमिटेड,
13/36, प्रथम तल, श्रीराम मार्केट, तेलिया बाग,
वाराणसी-221002 (उत्तर प्रदेश)

[सं. ई.-11016/1/2015-हिन्दी]

गीता नारायण, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 19th January, 2016

S.O. 160.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for the official purpose of

the Union) Rules, 1976, the Central Government, hereby notifies the following office of the Ministry of Textiles, more than 80% staff whereof have acquired working knowledge of Hindi:

National Handloom Development Corporation Limited,
13/36, First Floor, Shri Ram Market, Teliya Bag,
Varanasi-221001 (Uttar Pradesh)

[No. E. 11016/1/2015-Hindi]

GEETA NARAYAN, Jt. Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 30 दिसम्बर, 2015

का. आ. 161.—राष्ट्रीकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री सिंधु पिल्लई, उप सचिव, वित्तीय सेवाएं विभाग को श्री वी. एल.वी.एस.एस. सुब्बा राव के स्थान पर यूको बैंक के निदेशक मंडल में सरकारी नामिती निदेशक नामित करती है।

[फा.सं. 7/2/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 30th December, 2015

S. O. 161.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Ms. Sindhu Pillai, Deputy Secretary, Department of Financial Services, as Government Nominee Director on the Board of Directors of UCO Bank with immediate effect and until further orders vice Shri V.L.V.S.S. Subba Rao.

[F. No. 7/2/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 7 जनवरी, 2016

का. आ. 162.—राष्ट्रीकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एन. श्रीनिवास राव के स्थान पर सुश्री मुदिता मिश्रा, निदेशक, वित्तीय सेवाएं विभाग को इंडियन बैंक के निदेशक मंडल में सरकारी नामिती निदेशक नामित करती है।

[फा.सं. 7/2/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 7th January, 2016

S.O. 162.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Ms. Mudita Mishra, Director, Department of Financial Services, as Government Nominee Director on the Board of Directors of Indian Bank with immediate effect and until further orders vice Shri N. Srinivasa Rao.

[F. No. 7/2/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 15 जनवरी, 2016

का. आ. 163.—राष्ट्रीकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट बैंकों में तत्काल प्रभाव से और अगले आदेशों तक, सरकारी नामिती निदेशक नामित करती है :

| 1 | 2 | 3 |
|------------------|---|------------------------------|
| 1. सिंडिकेट बैंक | श्री आर. एन. दुबे, आर्थिक सलाहकार, वित्तीय सेवाएं विभाग | श्री हिन्दुपुर प्रदीप राव |
| 2. देना बैंक | श्री अशोक कुमार सिंह, निदेशक, वित्तीय सेवाएं विभाग | सुश्री ऐना राय |

[फा.सं. 7/2/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 15th January, 2016

S.O. 163.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transffer of Undertakings)

Act, 1970/1980, read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominate the persons specified in column (2) of the table below as Government Nominee Director of the Banks specified in column (1) thereof, in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders:-

| (1) | (2) | (3) |
|----------------|--|------------------------------|
| Syndicate Bank | Shri R.N. Dubey, Economic Advisor, Department of Financial Services | Shri Hindupur Pradeep Rao |
| Dena Bank | Shri Ashok Kumar Singh, Director Department of Financial Services | Ms. Anna Roy |

[F.No. 7/2/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 8 जनवरी, 2016

का. आ. 164.—नियुक्ति संबंधी मंत्रिमंडलीय समिति द्वारा अनुमोदित दिनांक 11-12-2008 के दिशानिर्देशों के साथ पठित भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. उर्जित आर. पटेल को दिनांक 11-01-2016 को या इसके पश्चात् पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के डिप्टी गवर्नर के पद पर पुनर्नियुक्त करती है।

[फा.सं. 7/1/2012-बीओ-I (पार्ट)]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 8th January, 2016

S.O. 164.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 read with guidelines No.18(52)EO/08(ACC) dated 11.12.2008, approved by the Appointments Committee of the Cabinet, the Central Government hereby re-appoints Dr. Urjit R. Patel, as Deputy Governor, Reserve Bank of India for a period of three years w.e.f taking over charge of the post on or after 11.01.2016, or until further orders, whichever is earlier.

[F.No. 7/1/2012-BO-I (Pt.)]

VIJAY MALHOTRA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 27 जनवरी, 2016

का. आ. 165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट संदर्भ संख्या (154/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-12011/31/2012. आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th January, 2016

S.O. 165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 154/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workman, received by the Central Government on 27/01/2016.

[No.L-12011/31/2012-IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND
DOGRA, PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO.1, KARKARDOOMA
COURT COMPLEX, DELHI

ID No.154/2012

Shri Manoj Kumar,
S/o Shri Brahm Singh,
C/o The Secretary,
General Mazdoor Lal Jhanda Union,
I-441, Karampura,
New Delhi-110015

... Workman

Versus

1. The Assistant General Manager,
HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi-110016

2. Manpower Associated Services and Solutions Pvt. Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110055 ...Managements

A complaint under Section 33A of the Industrial Disputes Act, 1947 (in short the Act) was filed by Shri Manoj Kumar claiming that an Industrial Dispute was referred by the appropriate Government vide Order No.L-12011/31/2012-IR(B-1) dated 13.08.2012, which was pending adjudication before this Tribunal. During pendency of the dispute before the Conciliation Officer, his services were terminated by H.D.F.C. Bank Ltd. on 26.09.2011 in an illegal manner, in violation of provision of Section 33 of the Act. It has been projected that an industrial dispute was raised before the Conciliation Officer, questioning his illegal transfer and on that matter conciliation proceedings were initiated. During pendency of those proceedings, before the Conciliation Officer, his services were terminated in an illegal manner. Considering all these facts, his complaint was registered as an industrial dispute and the managements were called.

2. The workman herein, Shri Manoj Kumar, in his complaint has averred that he was appointed by the Branch Manager, Rohini Sector 11 branch of HDFC Bank Ltd. on 18.10.2004 on the post of Field Executive and his last drawn wages was Rs.5045.00. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs. 8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs.2000.00 per month as kickback to be paid to Administration Staff of Management No.1. EPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to

pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The complaint is further not maintainable on the ground that the controversy involved between the parties in reference No.L-12011/30/2012-IR(B-1) dated 13.08.2012 is similar to that of the present complaint inasmuch when the Bank has already taken plea that the workman herein was never in their employment and since the said case is still pending, the complaint is liable to be rejected. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from 01.01.2007. In fact the claimant was appointed on 03.11.2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my learned predecessor framed the following issues:

- i. Whether the claimant is workman concerned in Industrial Dispute, which was pending before the Conciliation Officer on 05.09.2011?
- ii. Whether Mass Manpower Associated Service and Solution Pvt. Ltd., violated provisions of section 33A of the Industrial Disputes Act, 1947?
- iii. Whether claimant is entitled for relief of reinstatement in service.

6. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

7. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 11, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 96/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 प्राप्त हुआ था।

[सं. एल-12011/31/2012-आई आर बी-(1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 96/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, No.1 Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd and their

workman, received by the Central Government on 27/01/2016.

[No.L-12011/31/2012- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURES

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 96/2012

Shri Manoj Kumar,
S/o Shri Brahm Singh,
C/o The Secretary,
General Mazdoor Lal Jhanda Union,
I-441, Karampura,
New Delhi 110015

...Workman

Versus

1. The Assistant General Manager,
HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi 110016

2. Manpower Associated Services and Solutions Pvt.
Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi 110055

...Managements

Brief facts giving rise to the above dispute are that appropriate Government referred a dispute to this Tribunal for adjudication vide order No.L-12011/31/2012-IR(B-I) dated 13.08.2012 with following terms:

'Whether Shri Manoj Kumar (2nd), S/o Shri Brahm Singh working as Field Boy with the management of HDFC is a permanent workman of this management and the management of Mass Manpower Associated Services and Solutions Pvt. Ltd. is sham and camouflage to deprive the workman his legal rights? To what relief the workman is entitled?

2. Statement of claim was filed by the workman herein, Shri Manoj Kumar, pleading that he was appointed by the Branch Manager, Safdarjung Enclave branch of HDFC Bank Ltd. on 01.01.2007 on the post of Field Executive and his last drawn wages was Rs.5045.00. Management No.2, Manpower Associated Services and Solutions Pvt. Ltd. is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere

name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs.8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs.2000.00 per month as kickback to be paid to Administration Staff of Management No.1. EPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No.2, Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from 01.01.2007. In fact the claimant was appointed on 03.11.2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the

workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my learned predecessor, on 30.01.2013, framed the following issues:

- i. Whether the dispute has not acquired status of industrial dispute for want of espousal by a union or considerable number workmen in the establishment of the management?
- ii. Whether the claimant is absenting himself from duties with the contractor with effecting from 26.09. 2011? If yes, its effects.
- iii. As in terms of reference.

6. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

7. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 11, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 87/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 प्राप्त हुआ था।

[सं. एल.—12011/19/2012. आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 87/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workman, received by the Central Government on 27/01/2016.

[No. L-12011/19/2012- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 87/2012

The President
General Mazdoor Lal Jhanda Union,
I-441, Karampura,
New Delhi-110015

...Workman

Versus

1. Mass Manpower Associated Services and Solutions Pvt. Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110055
2. HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi 110016

... Managements

Brief facts giving rise to the above dispute are that appropriate Government referred a dispute to this Tribunal for adjudication vide order No.L-12011/19/2012-IR(B-I) dated 19.07.2012 with following terms:

‘Whether Shri Sonu, S/o Shri Ratte Ram working as Field Boy with the management of HDFC is a permanent workman of this management and the management of Mass Manpower Associated Services and Solutions Pvt. Ltd., is sham and camouflage to deprive the workman his legal rights? To what relief the workman is entitled?

2. Statement of claim was filed by the workman herein, Shri Sonu, pleading that he was appointed by the Branch Manager, Vasant Vihar branch of HDFC Bank Ltd. in July 2005 on the post of Field Boy and his last drawn

wages was Rs.5045.00. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs.8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs.2000.00 per month as kickback to be paid to Administration Staff of Management No.1. DPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The workman herein was never in their employment. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from July 2005. In fact, the contractors came into

existence in October 2008 and the claimant was appointed on 01.05.2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my Learned Predecessor, on 18.01.2013, framed the following issues:

- (i) Whether Shri Sonu absented himself from duties with effect from 05.09.2011, as claimed by Management No.2?
- (ii) Whether any dispute arose for want of demand notice?
- (iii) As in terms of reference.
- (iv) Relief

6. An application for casting of additional issue was moved by Shri Raj Rishi, A/R for the managements. Arguments was heard over the matter and the undernoted additional issue was cast by my Learned Predecessor on 13.02.2013.

'Whether reference is bad for want of espousal by the union or a considerable number of workmen in the establishment of the management?'

7. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

8. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 12, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार

एचडीएफसी बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट संदर्भ संख्या (93/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था ।

[सं. एल-12011/28/2012-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd., and their workman, received by the Central Government on 27/01/2016.

[No.L-12011/28/2012-IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 93/2012

Shri Mukesh Sharma
S/o Shri Jai Kishan Sharma,
C/o The Secretary,
I-441, Karampura,
New Delhi-110 015

... Workman

Versus

1. The Assistant General Manager,
HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi-110 016
2. Manpower Associated Services and Solutions Pvt.
Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110 055

... Managements

Brief facts giving rise to the above dispute are that appropriate Government referred a dispute to this Tribunal for adjudication vide order No.L-12011/28/2012-IR(B-I) dated 13.08.2012 with following terms:

‘Whether Shri Mukesh Sharma, S/o Shri Jai Kishan Sharma working as Field Boy with the management of HDFC is a permanent workman of this management and the management of Mass Manpower Associated Services and Solutions Pvt. Ltd., is sham and camouflage to deprive the workman his legal rights? To what relief the workman is entitled?’

2. Statement of claim was filed by the workman herein, Shri Mukesh Sharma, pleading that he was appointed by the Branch Manager, Vasant Kunj branch of HDFC Bank Ltd. on 21.11.2012 on the post of Field Boy and his last drawn wages was Rs.5045.00. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs.8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs.2000.00 per month as kickback to be paid to Administration Staff of Management No.1. EPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from 21.11.2002. In fact the claimant was appointed on 01.06.2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider’s agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my Learned Predecessor, on 30.01.2013, framed the following issues:

- i. Whether the dispute has not acquired status of industrial dispute for want of espousal by a union or considerable number workmen in the establishment of the management?
- ii. Whether the claimant is absenting himself from duties with the contractor with effecting from 26.09. 2011? If yes, its effects.
- iii. As in terms of reference.

6. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

7. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 11, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 155/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-12011/28/2012-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 155/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workman, received by the Central Government on 27/01/2016.

[No. L-12011/28/2012- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 155/2012

Shri Mukesh Sharma
S/o Shri Jai Kishan Sharma,
C/o The Secretary,
General Mazdorr Lal Jhanda Union,
I-441, Karampura,
New Delhi-110015

...Workman

Versus

1. The Assistant General Manager,
HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi-110016
2. Manpower Associated Services and Solutions Pvt.
Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110055

... Managements

A complaint under Section 33A of the Industrial Disputes Act, 1947 (in short the Act) was filed by Shri Manoj Sharma claiming that an Industrial Dispute was referred by the appropriate Government vide Order No.L-12011/31/2012-IR(B-I) dated 13.08.2012, which was pending adjudication before this Tribunal. During pendency of the dispute before the Conciliation Officer, his services were terminated by H.D.F.C. Bank Ltd. on 26.09.2011 in an illegal manner, in violation of provision of Section 33 of the Act. It has been projected that an industrial dispute was raised before the Conciliation Officer, questioning his illegal transfer and on that matter conciliation proceedings were initiated. During pendency of those proceedings, before the Conciliation Officer, his services were terminated in an illegal manner. Considering all these facts, his complaint was registered as an industrial dispute and the managements were called.

2. The workman herein, Shri Mukesh Sharma, in his complaint has averred that he was appointed by the Branch Manager, Vasant Kunj branch of HDFC Bank Ltd. on 21.11.2012 on the post of Field Executive and his last drawn wages was Rs.5045.00. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd. is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs.8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs.2000.00 per month as kickback to be paid to Administration Staff of Management No.1. EPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The complaint is further not maintainable on the

ground that the controversy involved between the parties in reference NO.L-12011/28/2012-IR(B-1) dated 13.08.2012 is similar to that of the present complaint inasmuch when the Bank has already taken plea that the workman herein was never in their employment and since the said case is still pending, the complaint is liable to be rejected. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from 21.11.2002. In fact the claimant was appointed on 01.06.2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my Learned Predecessor framed the following issues:

- i. Whether the claimant is workman concerned in Industrial Dispute, which was pending before the Conciliation Officer on 05.09.2011?
- ii. Whether MASS Manpower Associated Service and Solution Pvt. Ltd. violated provisions of section 33A of the Industrial Disputes Act, 1947?

- iii. Whether claimant is entitled for relief of reinstatement in service.

6. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

7. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 11, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 88/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-12011/20/2012-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 88/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workman, received by the Central Government on 27/01/2016.

[No. L-12011/20/2012- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND
DOGRA, PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO.1, KARKARDOOMA
COURT COMPLEX, DELHI**

ID No. 88/2012

The President
General Mazdoor Lal Jhanda Union,
I-441, Karampura,
New Delhi-110015

...Workman

Versus

1. HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi-110016
2. Mass Manpower Associated Services and
Solutions Pvt. Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110055

... Managements

Brief facts giving rise to the above dispute are that appropriate Government referred a dispute to this Tribunal for adjudication vide order No.L-12011/20/2012-IR(B-I) dated 20.07.2012 with following terms:

“Whether the action of the management of HDFC Bank Ltd., and the management of Mass Manpower Associated Services and Solutions Pvt. Ltd. in terminating the services of Shri Amarjeet Singh, S/o Shri Avtar Singh with effect from 11.08.2011 is legal and justified?? To what relief the workman is entitled?”

2. Statement of claim was filed by the workman herein, Shri Amarjeet Singh, pleading that he was appointed by the Branch Manager, Vasant Vihar branch of HDFC Bank Ltd. in July 2007 on the post of Field Boy and his last drawn wages was Rs.5045.00. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd. is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs. 8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs. 2000.00 per month as kickback to be paid to Administration Staff of Management No.1. DPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account

number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The workman herein was never in their employment. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No. 2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from July 2007. In fact, the contractors came into existence in October 2008 and the claimant was appointed on 21.11.2012 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my learned predecessor, on 18.01.2013, framed the following issues:

- (i) Whether Shri Amarjeet Singh absented himself from duties with effect from 01.08.2011, as claimed by Management No. 2?
- (ii) Whether any dispute arose for want of demand notice?
- (iii) As in terms of reference.
- (iv) Relief

6. An application for casting of additional issue was moved by Shri Raj Rishi, A/R for the managements. Arguments was heard over the matter and the undernoted additional issue was cast by my learned predecessor on 13.02.2013.

“Whether reference is bad for want of espousal by the union or a considerable number of workmen in the establishment of the management?”

7. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

8. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 12, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड, के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 95/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 प्राप्त हुआ था।

[सं. एल-12011/30/2012-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workman, received by the Central Government on 27/01/2016.

[No. L-12011/30/2012-IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 95/2012

Shri Manoj Kumar
S/o Shri Kali Charan,
C/o The Secretary,
General Mazdoor Lal Jhanda Union,
I-441, Karampura,
New Delhi-110015

...Workman

Versus

1. The Assistant General Manager,
HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi-110016

2. Mass Manpower Associated Services and
Solutions Pvt. Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110055

... Managements

Brief facts giving rise to the above dispute are that appropriate Government referred a dispute to this Tribunal for adjudication vide order No.L-12011/30/2012-IR(B-I) dated 13.08.2012 with following terms:

“Whether Shri Manoj Kumar, S/o Shri Kali Charan working as Field Boy with the management of HDFC is a permanent workman of this management and the management of Mass Manpower Associated Services and Solutions Pvt. Ltd., is sham and camouflage to deprive the workman his legal rights? To what relief the workman is entitled?”

2. Statement of claim was filed by the workman herein, Shri Manoj Kumar, pleading that he was appointed by the Branch Manager, Rohini Sector 11 branch of HDFC Bank Ltd. on 18.10.2004 on the post of Field Boy and his last drawn wages was Rs. 5045.00. Management No. 2, Mass Manpower Associated Services and Solutions Pvt. Ltd., is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs.8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs. 2000.00 per month as kickback to be paid to Administration Staff of Management No.1. EPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No. 2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No. 2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically

denied that the workman herein joined the services with effect from 18.10.2014. In fact the claimant was appointed in April 2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs.2000.00 was deducted from the workman herein every month in the name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my Learned Predecessor, on 30.01.2013, framed the following issues:

- i. Whether the dispute has not acquired status of industrial dispute for want of espousal by a union or considerable number workmen in the establishment of the management?
- ii. Whether the claimant is absenting himself from duties with the contractor with effecting from 29.07.2011? If yes, its effects.
- iii. As in terms of reference.

6. An application for casting of additional issue was moved by Shri Raj Rishi, A/R for the managements. Arguments was heard over the matter and the under-noted additional issue was cast by my learned predecessor on 06.03.2013:

‘Whether the dispute has not acquired status of an industrial dispute for want of espousal by a union or considerable number of the workmen in the establishment of the management ?’

7. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

8. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 11, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ. 172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 120/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 प्राप्त हुआ था ।

[सं. एल-12011/30/2012-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 120/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workman, received by the Central Government on 27/01/2016.

[No. L-12011/30/2012- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 120/2012

Shri Manoj Kumar
S/o Shri Kali Charan,
C/o The Secretary,
General Mazdoor Lal Jhanda Union,
I-441, Karampura,
New Delhi-110015

...Workman

Versus

1. The Assistant General Manager,
HDFC Bank Ltd.,
C-5/32, Safdarjung Development Area,
New Delhi-110016
2. Mass Manpower Associated Services and
Solutions Pvt. Ltd.,
E 1/22A, 2nd Floor, Opposite Income Tax Office,
Jhandewalan Extension,
New Delhi-110055

... Managements

A complaint under Section 33A of the Industrial Disputes Act, 1947 (in short the Act) was filed by Shri Manoj Kumar claiming that an Industrial Dispute was referred by the appropriate Government vide Order No. L-12011/30/2012-IR(B-I) dated 13.08.2012, which was pending adjudication before this Tribunal. During pendency of the dispute before the Conciliation Officer, his services were terminated by HDFC Bank Ltd., on 29.07.2011 in an illegal manner, in violation of provision of Section 33 of the Act. It has been projected that an industrial dispute was raised before the Conciliation Officer, questioning his illegal transfer and on that matter conciliation proceedings were initiated. During pendency of those proceedings, before the Conciliation Officer, his services were terminated in an illegal manner. Considering all these facts, his complaint was registered as an industrial dispute and the managements were called

2. The workman herein, Shri Manoj Kumar, in his complaint has averred that he was appointed by the Branch Manager, Rohini Sector 11 branch of HDFC Bank Ltd. on 18.10.2004 on the post of Field Executive and his last drawn wages was Rs.5045.00. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., is a sham contractor engaged by HDFC Bank Ltd., who is conducting unfair labour practice by employing a sham and nominal contractor, who are mere name lenders engaged for frivolous purposes with a view to defeat provisions of beneficial labour legislation. Management No.1 used to pay Rs.8077.00 and Rs.1.85 per kilometre as conveyance allowance but the contractor paid him only Rs.5045.00 as wages and Rs. 1.55 per kilometre as conveyance allowance and was deducting Rs.2000.00 per month as kickback to be paid to Administration Staff of Management No.1. EPF amount was being deducted since the date of joining of the workman herein but the same has neither been deposited in EPF office nor has any account number been given to them. A complaint was made by the workman herein to the Assistant Labour Commissioner against Management No.2 for non-payment of salary, forcibly obtaining signatures on blank paper, non-payment of minimum wages, non-regularization of his service. During pendency of the dispute, the workman herein was terminated from service without assigning any reason whatsoever and without paying service compensation, notice pay and without prior permission of the Assistant Labour Commissioner. Finally, a prayer has been made to pass order of regularization of the workman herein in service.

3. Claim was demurred by HDFC Bank, Management No.1 pleading that the claim petition is not maintainable as he was never appointed by the Bank at any point of time. He was neither paid monthly wages nor was he working under the control and supervision of the bank. The complaint is further not maintainable on the ground that the controversy involved between the parties

in reference No. L-12011/30/2012-IR(B-1) dated 13.08.2012 is similar to that of the present complaint inasmuch when the Bank has already taken plea that the workman herein was never in their employment and since the said case is still pending, the complaint is liable to be rejected. The bank has neither resorted to unfair labour practice nor was the contractor a mere name lender or paper agreement. There is no relationship of employer and employee between the bank and the workman herein and the nature of work performed by the workman herein was not of perennial nature. The claim is misdirected, ill conceived and against the replying management. No notice of demand was ever served on the Bank. The workman herein was an employee of the contractor who used to provide all statutory benefits to the workman herein.

4. Management No.2, Mass Manpower Associated Services and Solutions Pvt. Ltd., in its written statement, has taken several preliminary objections, i.e. of non-espousal, lack of jurisdiction, reference being bad and being made in a mechanical manner, demand notice not being served etc. It has further been averred that the workman herein was never terminated by it. In fact, it was the workman himself who absented himself from duties despite issuance of several letters. It has been specifically denied that the workman herein joined the services with effect from 18.10.2004. In fact the claimant was appointed in April, 2009 and was under direct supervision and control of the bank. It is also denied that they are sham contractors. They entered into service provider's agreement with the bank. The workman herein was being granted all statutory benefits such as ESI, EPF, bonus, leave wages etc. The bank is neither the employer of the workman herein, nor is he a permanent employee nor is his work of permanent nature. Contractors have denied that Rs. 2000.00 was deducted from the workman herein every month in the

name of kick back, or having forcefully obtained signatures of the workman herein on blank papers or having paid less than the minimum wages to them. Finally it has been averred that the workman herein is being marked absent in the register and he could still come and join the management, if he so desires.

5. Against this factual background, my learned predecessor framed the following issues:

- i. Whether the claimant is workman concerned in Industrial Dispute, which was pending before the Conciliation Officer on 05.09.2011?
- ii. Whether Mass Manpower Associated Service and Solution Pvt. Ltd., violated provisions of section 33A of the Industrial Disputes Act, 1947?
- iii. Whether claimant is entitled for relief of reinstatement in service.

6. Thereafter, matter was listed for evidence of the claimant but neither the claimant nor any authorized representative on his behalf appeared before this Tribunal despite granting of several opportunities. Thus, it is apparent that the claimant is no more interested in progress of the case on merits.

7. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : January 11, 2016

A.C. DOGRA, Presiding Officer